

SECTION F: DELIVERIES OR PERFORMANCE

1. CLIN 0001 and CLIN 0002, Coastal Mapping Vessel Feasibility and Preliminary Design and Documentation

The Feasibility Design and associated documentation shall be completed within 30 days after contract award. The Preliminary Design and associated documentation shall be completed within 120 days after contract award. Feasibility Design and Preliminary Design documentation shall be delivered in accordance with the CDRL, Attachment J-2.

2. If exercised, OPTION CLIN 0003, Coastal Mapping Vessel Contract Design and Documentation

The Contract Design and associated documentation shall be completed within nine (9) months after option exercise. Contract Design documentation shall be delivered in accordance with the CDRL, Attachment J-2.

3. If exercised, OPTION CLIN 0004, Detail Design and Construction and Documentation of One Coastal Mapping Vessel, including, to the extent exercised, OPTION CLINS 0012 through 0019

a. The Contractor shall deliver the ship fully outfitted in accordance with this contract, and after successful trials, ready to receive cargo and crew, and with approvals and certifications in place as required. The ship, when delivered, shall be at a draft and trim condition which is within the limiting requirements for full load condition. Where ballast water is necessary, the delivery condition shall be achieved through the use of either clean seawater or fresh water ballast or both, but the quantity shall not exceed the ship normal ballast capacity unless specifically approved by the ConRep. Polluted or silt carrying water, such as harbor or river water, shall not be used to achieve the delivery condition of the ship. The Contractor shall ensure that the delivery condition is restored in accordance with the above criteria where it becomes necessary to obtain a differing temporary condition to clear an obstruction (low bridge, shallow draft, narrow beam clearance, etc.) on the way to open ocean. Great Lakes Offerors will be required to deliver the ship prior to the close of the St. Lawrence Seaway in time for the Government to make the exit transit, where delivery is required during December and January. In addition, when delivery is required from a Great Lakes Offeror during February, March or April, the ship shall be delivered within two weeks of the opening of the Seaway.

b. The Contractor shall present the ship for Preliminary Acceptance _____*_____ months after exercise of OPTION CLIN 0004.

* Contractor to insert number of months; not to exceed eighteen (18) months.

4. If exercised, OPTION CLIN 0005, Additional Spares, Repair Parts, Special Tools, and Support and Test Equipment

The Contractor shall deliver all additional repair parts, spares, special tools, and support and test equipment prior to ship delivery, in accordance with the SOR.

5. As ordered, OPTION CLIN 0006, Outfitting Material

The Contractor shall deliver all outfitting material prior to ship delivery, in accordance with the SOR.

6. As ordered, OPTION CLIN 0007 and CLIN 0008, Additional Government Requirements

Any Additional Government Requirements effort shall be performed and delivered in accordance with orders issued pursuant to the clause entitled "ORDERING ITEMS" in Section C of this contract.

7. As ordered, OPTION CLIN 0009, Special Studies

The Contractor shall deliver Special Studies in accordance with orders issued pursuant to the clause entitled "ORDERING ITEMS" in Section C of this contract.

8. As ordered, OPTION CLIN 0010 and CLIN 0011, Government Material Installation Support

Any Government Material Installation Support effort shall be performed and delivered in accordance with orders issued pursuant to the clause entitled "ORDERING ITEMS" in Section C of this contract.

9. LIQUIDATED DAMAGES FOR LATE DELIVERY

a. The provisions for liquidated damages under the clause of this contract entitled "LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)" will be enforced for late delivery of CLIN 0004 only under the following circumstances:

- (1) the event giving rise to the vessel delivery delay occurs within 180 days prior to the contract delivery schedule date, and
- (2) the delay is not excusable, as determined by the Contracting Officer. The definition of "excusable" shall be the same as that in Section I, EXCUSABLE DELAY."

b. Further, the computation of any amount of liquidated damages payable by the Contractor shall be limited to the number of days of vessel charter services obtained by the Government as a direct result of delivery delay(s) hereunder, up to a maximum amount of \$1,000,000.00. This provision applies only to the "vessel," CLIN 0004.

10. SECTION F: CLAUSES INCORPORATED BY REFERENCE

<u>FAR</u> <u>SOURCE</u>	<u>TITLE AND DATE</u>
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000) Insert in paragraph (a): "\$10,000.00 per day up to a maximum of \$1,000,000.00"
52.242-15	STOP-WORK ORDER (AUG 1989)
52.247-29	F.O.B. ORIGIN (JUN 1988)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (FEB 1999)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)